The Solicitors' Journal

VOL. LXXXII. **Saturday, October 15, 1938.** No. 42

Editorial, Publishing and Advertisement Offices: 29–31, Breams Buildings, London, E.C.4. Telephone: Holborn 1853.

SUBSCRIPTIONS: Orders may be sent to any newsagent in town or country, or, if preferred, direct to the above address.

Annual Subscription: £2 12s., *post free*, payable yearly, half-yearly, or quarterly, in advance. *Single Copy:* 1s. 1d. *post free.*

CONTRIBUTIONS: Contributions are cordially invited, and must be accompanied by the name and address of the author (not necessarily for publication) and be addressed to The Editor at the above address.

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Current Topics.

New Judicial Appointments.

As has been understood for some time, various changes were in contemplation in connection with the staffing of the courts, and, in particular, with appointments to man the Third Division of the Court of Appeal, which has become necessary in view of the increased flow of appeals from the courts of first instance. Speculation, as usual, was naturally rife regarding those whom the Prime Minister and the Lord Chancellor respectively would select to fill the posts in the Court of Appeal and those created in the courts of first instance by promotions, for it will be borne in mind that appointments to the appellate tribunals are made on the recommendation of the Prime Minister, while appointments to the Chancery Division and King's Bench Division fall to be made by the Lord Chancellor. The appointments which have now been made—Mr. Justice Finlay, Mr. Justice Luxmoore and Mr. Justice Goddard, who are moved up to the Court of Appeal—are all excellent and well earned by sound work in the courts of first instance—Mr. Justice Finlay in revenue questions, Mr. Justice Luxmoore in the varied subjects with which the Chancery practitioner is concerned, and Mr. Justice Goddard in commercial matters. With these qualifications each of them should prove valuable additions to the personnel of the appellate tribunal. To fill the vacancies created in the King's Bench Division caused by the promotion of Mr. Justice Finlay and Mr. Justice Goddard, Mr. Roland Oliver, K.C., and Mr. Croom-Johnson, K.C., have been selected by the Lord Chancellor. Both have achieved a distinct position at the Bar, both have had judicial experience as Recorders, and both, we feel sure, will prove a source of strength to the King's Bench Division. It appears to be uncertain at the moment whether the vacancy created in the Chancery Division will be filled, in view of the falling off in the amount of work in that Division.

Michaelmas Law Sittings.

LAST week particulars were given concerning the number of matters set down for hearing in the Supreme Court of Judicature during the present term. It will be remembered that on the basis of numbers the figures showed a decrease of business compared with the corresponding term for the previous year so far as the Court of Appeal was concerned, and an increase in the Chancery and King's Bench Divisions, though the number of appeals to the division last mentioned was rather less. Further figures for the High Court are now available and these show the same upward movement. Thus the number of causes awaiting hearing in the Probate and Divorce Division at the beginning of the present term was 2,143, or 188 more than for the corresponding term in 1937. Undefended causes number 1,401 and defended causes 699. The former figure represents an increase of fifty over that for last year, the latter figure an increase of 105. The present term opened with a total of six special jury actions and thirty-seven common jury actions. The number of actions for trial before juries has thus risen from ten to forty-three. An increase is likewise to be recorded in the number of Admiralty actions, the figure for the present term being ten, compared with seven last year. Mention should also be made of the eight appeals and motions in bankruptcy in the Chancery Division. We have previously drawn attention to the fact that comparison of the number of cases does not necessarily furnish a true index of the volume of work involved, and an estimate on this basis without reference to their length may well be misleading. The margin of error probably decreases with the number of cases compared, and it may perhaps be assumed that the total number of causes set down for hearing during the present term which is 4,003, or 605 more than last year, reflects a substantial increase of business.

Writers to the Signet.

THE Society of Writers to the Signet in Scotland, of which Sir WILLIAM CAMPBELL JOHNSTON, whose death is announced this week, was a distinguished member and the holder for many years of the office of Deputy Keeper of the Signet, has always been regarded as the most aristocratic section of the solicitor branch of the profession north of the Tweed. The society has a long and distinguished ancestry, and at one time enjoyed a monopoly in various matters connected with litigation and with the preparation of legal documents. One of the long-surviving instances of their prerogatives was the requirement of the signature of a Writer to the Signet on the last page of a summons—a writ as we know it—but this essential to the former validity of the writ was abolished by s. 8 of the Administration of Justice (Scotland)

Act, 1933. It is noteworthy too as showing the importance of this body of solicitors that by art. 19 of the Act of Anne for the union of the Parliaments of England and Scotland provided that Writers to the Signet who had been in practice for ten years were made eligible for appointment to the bench of the Court of Session. It appears that in one instance, but one only, was a member of that body, JAMES HAMILTON, who took the judicial title of LORD PENCAITLAND appointed in 1712 and discharged the duties of the office for a number of years, but notwithstanding that modern legislation has shorn the society of some of its former privileges, its members still hold a distinct place in the sphere of law in Scotland. Admission to its ranks must be preceded by attendance at various university classes in the Faculty of Arts, as well as in the Faculty of Law; and payments of considerable amount into the society's funds are required including one to a widows' fund, for of the Writers, as of the advocates, it has been wittily said that though a member may not be able to afford a wife he is bound to afford a widow. The society has a magnificent library rich in legal and general literature, and of this the members are justifiably proud.

The Discharged Prisoner.

IT is universally admitted that a man who has purged his offence should be given a fair chance to be honest for the future. "To deny him that chance," Mr. LEO PAGE has recently observed in a letter to *The Times* which formed one of a number appearing in the course of a prolonged correspondence on the subject, "is cruel to him, and harmful to the community." The carrying into effect of this principle is, however, far from easy, and the correspondence just referred to has brought to the fore the enormous difficulties which may be encountered notwithstanding the efforts of private individuals and bodies such as the Discharged Prisoners' Aid Societies. It is not our intention to discuss or enlarge upon those difficulties—some of them appear well-nigh insurmountable—but there is one which should not be permitted to arise. This was referred to in a letter by Mr. JOHN A. F. WATSON, Vice-President, the National Association of Prison Visitors, who cited the case of a prisoner released after a "life sentence." The man had served for fifteen years, and on release was equipped by the Central Association for the Aid of Discharged Convicts, found work, and provided with a sufficiency of money to tide him over. Outside the prison gates a journalist awaited him, insisted on interviewing him, followed him down the street, and discovered his destination. Next morning there appeared in a London newspaper the man's name, the fact of his release, and all the details of his offence. No effort, Mr. WATSON states, was spared to revive public interest in a crime for which the man had suffered a terrible penalty and which had been long—and wisely—forgotten, and "unkindest cut of all," the newspaper published the name of the town to which the man was travelling, there to begin work and make his home. The writer continues: "This is not an isolated instance. The forecourts of prisons are a happy hunting ground for journalists, and in the case of one convict prison the authorities have reason to believe that a free-lance reporter rents a furnished room overlooking the prison gate, whence he swoops, hawk-like, on his prey. Only too often his copy is accepted; and articles of this kind, accompanied by photographs, are constantly recurring in certain newspapers." It is stated that the National Association of Prison Visitors recently made an appeal which the Newspaper Proprietors' Association circulated to the news editors of all papers which their members control, and proper recognition is accorded to the restraint exercised by many newspapers in this regard. The offending publications are said to be in a small minority, but the extent to which they undo the work of prison visitors and prisoners' aid societies is proportionate to the vastness of their circulation. The writer of the letter suggests that their methods may be due largely to thoughtlessness. It may at least be hoped that his appeal will not go unheeded.

The Central Valuation Committee: Annual Report.

As readers know, the Central Valuation Committee was set up under the Rating and Valuation Act, 1925, to promote uniformity of valuation throughout the country. It has no executive functions, its duties being to assist the Minister of Health—to whom it presents an annual report—and local authorities in the co-ordination of functions with reference to rating and valuation. It is not surprising, therefore, that the principal topic discussed in the recently published annual report (H.M. Stationery Office, price 6d. net) is that of the valuation of house property. The report mentions three factors as principal causes of the lack of correctness in regard to these valuations—an uncertainty as to how far the rents being paid can be accepted as evidence of "the rent at which the premises may reasonably be expected to let," a seeming reluctance among many local authorities to administer the law especially where such action, if involving higher valuations, might arouse discontent among local ratepayers, and the fact that some information as to rents which is now available did not exist on past occasions. It is urged that, whatever the cause, ratepayers in county areas which are undervalued are benefiting financially at the expense of ratepayers in areas which have been more correctly valued, just as an individual ratepayer occupying an undervalued dwelling-house benefits at the expense of those whose houses have been more correctly valued. The distribution of Government grants is also affected. The report makes reference to the memorandum issued last year to all the local authorities concerned, in which the general position as shown by a series of regional conferences was reviewed, and an appeal was made for a stricter observance of the law. The criticisms evoked by that memorandum were, it is stated, based to a large extent upon misconceptions of its object or misrepresentations of its contents, while the attitude adopted by some local authorities led to the possibility that a situation would be created in which there would arise a greater lack of uniformity in valuation than exists at present. The report recalls that the Committee recommended the postponement of the coming into operation of the third new valuation lists until 1st April, 1941, and the institution of an investigation into the allegations that correct valuation under the present law would entail hardship. The Committee expresses the hope that the result of postponement which, as readers will remember, has been affected by the Rating and Valuation (Postponement of Valuation) Act, 1938, may be not only to allow this allegation to be thoroughly investigated, but also to establish such a degree of uniformity of valuation as might not otherwise have been attained for many years to come.

Road Safety: The Young Victim.

RECENT events may well have had the effect of diverting attention, at least temporarily, from questions of road safety. But the statistics of road accidents published from time to time fail to reveal any substantial improvement, and the problem remains as insistent as ever. A particularly distressing feature is the number of child victims and the introduction last Monday of a children's "Safety Week" in Manchester, under the ægis of the chief constable and the director of education with the approval of the local children's safety committee, is much to be commended. Arrangements were made for the visiting of every school in the city by specially selected officers who gave instruction on the subject, and this was supplemented by the distribution throughout the schools of "safety first" literature, including 40,000 children's "safety codes." In addition arrangements were made for some 30,000 schoolchildren to visit various cinematograph theatres in the locality where films and lantern slides dealing with the accident problem were exhibited. These

were specially prepared by the City Police Transport Department. Further, the corporation's transport department made arrangements for a tram-car, decorated with "safety first" material to tour the city on as many routes as possible throughout the week, and those familiar with the ramifications of that system will appreciate the value of this form of propaganda. The important part which educative principles are capable of playing in securing road safety has long since been recognised, and the means thus taken to inform the young of the dangers inherent in modern road transport might well be imitated in other quarters.

Poor Law (Amendment) Act, 1938: An Alleged Anomaly.

BRIEF mention may be made of a point which has arisen in connection with the Poor Law (Amendment) Act, 1938, which empowers public assistance authorities to grant pocket money to certain inmates of institutions. It appears from a recent paragraph in *The Birmingham Post*, to which we desire to express our indebtedness for the information, that a certain public assistance committee recently decided not to exercise its power under the Act to grant pocket money to old people in the institutions, pending an effort by the County Councils' Association and the Association of Municipal Corporations to secure the amendment of the Act by making the allowances payable out of the Old Age Pensions fund, and not out of the rates. It is stated that the associations pointed out the anomaly created by the regulations already existing whereby an inmate of unsound mind may be provided with comforts out of his or her pension, whereas an inmate of sound mind was not entitled to draw money from the pension fund in that way. The view of the associations appears to be that both classes of inmates should be placed on the same footing and that if county and county borough councils took advantage of the powers conferred on them by the Act of 1938, they would remove whatever chance there is of the law being placed on what is regarded as an equitable and sensible basis. The point, though a small one, is of considerable interest, and while one can readily appreciate the force of the above argument, it seems unfortunate that those for whose benefit the Act was intended should suffer for a defect, if it is so, for which they, at least, are in no way responsible.

The Town and Country Planning Act, 1932: Administrative Difficulties.

A FEW weeks ago we made reference to the subject of national planning in connection with some observations made by Mr. RICHARD L. MOON, Clerk of the Gloucestershire County Council, in the course of a paper recently presented at the Town and Country Planning Summer School at Exeter. Readers desiring further information may be referred to the report of the paper appearing in the issue of "The Builder," for 7th October. Meanwhile we propose, with acknowledgments to our contemporary, to indicate, as being of particular interest to members of the legal profession, the nature of Mr. MOON's criticism of the Town and Country Planning Act, 1932. This criticism related to administrative difficulties which in the speaker's view had become apparent since the passing of the Act. First, as the law stands, it is not obligatory upon any local authority to prepare a planning scheme. This was regarded by the speaker as a serious omission in the Act, which would appeal to anyone fully cognisant of the value of planning. Secondly, county councils could only take an active part in planning by delegation from the councils of county districts or as constituent members of joint committees. The position in which county councils are placed, it was said, frequently resulted in a district council being a potential cause of dislocation or delay in the setting up of a planning organisation for the area of the county; while it might also result in the work of a regional advisory committee being completely wasted over wide areas, for if a district council did not pass the necessary preliminary resolutions, there was no power to control interim development. Thirdly, it was urged, district councils, as interim development authorities, were in a position to upset the balance of a plan if they were careless or did not co-operate with the planning authority in the administration of the interim development order. In the speaker's view it was a serious anomaly in the Act that, whilst an individual could appeal to the Ministry of Health against a decision of the interim development authority, the planning committee, which should represent the view of the community, had no appeal. The problems presented by these three omissions from the planning Acts were regarded as of fundamental importance in that each of them might lead to the work of an official planning authority being completely nullified. Additional weight is, perhaps, given to the foregoing contentions in that the speaker himself had not to solve these problems in the area with which he himself is immediately concerned. In that area those difficulties had been overcome, though only after many meetings and a great deal of negotiation. The considerations to which the foregoing criticisms give rise are of interest alike to those concerned with planning and to those called upon to advise owners whose property may be affected by schemes. No apology is therefore needed for dealing with the matter in some detail.

Rules and Orders: Local Government Grants Adjustment.

SECTION 108 (1) (*b*) of the Local Government Act, 1929, empowers the Minister of Health to make regulations for giving effect to the provisions of Part VI of the Act (which is concerned with Exchequer Grants) and in particular as to the manner in which any grants payable under that part of the Act are to be adjusted in consequence of any alterations or combinations of local authorities or alterations of their boundaries. In exercise of these powers the Minister of Health has recently made the Local Government (Adjustment of Grants) Regulations, 1938 (S.R. & O., 1938, No. 1143), which supersede the provisional regulations of the same title, dated 29th February, 1938, and from which they do not differ in any material respect. The regulations deal in successive paragraphs with the position in consequence of alterations affecting the boundary of a county or county borough, and alterations affecting county districts. The regulations themselves do not admit of short treatment. It may, however, be noted that where the council of a county district affected by an alteration is a council carrying out services under s. 204 of the Public Health Act, 1936, and the General Exchequer Grant of that council is increased in accordance with a scheme made under s. 93 of the Local Government Act, 1929, the Minister after consultation with the county council of the county district may make such modifications of that scheme as he considers necessary. Moreover, where the Minister under s. 200 of the Public Health Act, 1936, has provided from some date after the commencement of any fixed grant period for the transfer of services under s. 204 of that Act from a county council to the council of a county district, the sum to be set aside out of the apportionment in respect of such district from the date of the transfer to the end of the fixed grant period is to be increased by such amount as the Minister may determine, having regard to the new expenditure involved. Copies of the regulations are obtainable from H.M. Stationery Office, price 2d. net.

Revision of Revocable Settlements.

WE are publishing at p. 829 of this issue a short article on "Revocable Settlements." This may also serve to impress upon our readers that there only remains under the Finance Act, 1938, until the 29th of this month for the revision of settlements containing powers of revocation in order to secure abatement of tax.

Criminal Law and Practice.

FALSE PRETENCE AS TO A BUSINESS.

In a recent prosecution at the Central Criminal Court on charges of obtaining money by false pretences, to which the accused pleaded guilty (*R.* v. *Meyer*, 26th September), counsel for the defence mentioned, in the course of his speech in mitigation of the conduct of the accused, that all except one of the false pretences alleged in the indictment were cases of mere exaggeration of the prosperity of an actually existing business. The business had actually commenced in 1927, and the alleged false pretences were made in February, 1934, and were to the effect that the business was prospering and that the premises were freehold. Actually the premises were leasehold and the accused owed his landlord considerable arrears of rent. The latter statement no doubt constituted a false pretence, but it was indicated that but for that allegation there would have been a good defence in law to that part of the indictment which alleged false pretences as to the prosperity of an existing business.

The general rule is as laid down by Lord Campbell, C.J., in *Bryan's Case* (Dears & B. 265), in which the false pretences alleged were that certain spoons which the accused had pledged were of best quality, equal to Elkington's A, that the foundation was of the best material, and that they had as much silver upon them as Elkington's A. "Now it seems to me," said Lord Campbell, "it never could have been the intention of the legislature to make it an indictable offence for the seller to exaggerate the quality of that which he was selling any more than it would be an indictable offence for the purchaser, during the bargain, to depreciate the quality of the goods, and to say that they were not equal to that which they really were." Other judges (the case was argued before fifteen judges) qualified this by adding that where the thing sold was of an entirely different description from what it was represented to be and of no value whatever, "as where a man passes off a chain of base metal for gold or silver, and the buyer really gets nothing for his money" there would be an indictable false pretence (see *per* Crompton, J., at p. 278).

In *Reg.* v. *Watson* (27 L.J.M.C. 18), the accused made false statements about his business, customers and profits, thereby inducing the prosecutor to invest £500 in his business and to become a partner. The prosecutor acted upon the partnership after having made the advance. It was held that the prosecutor had not parted with his money as he retained his interest in the partnership, and therefore the accused was not guilty. Erle, J., said: "I wish not to be supposed to assent to the proposition that an indictment can be sustained by proof of mere exaggeration of the prosperity of a business, where there is an original business. It is difficult to draw a decided line; but I think it has been decided that exaggerated praise does not render a person liable within the statute."

This was an *obiter* remark, but in *Reg.* v. *Crab* (11 Cox C.C. 85) it was held that an indictable false pretence had been made where a prisoner stated that he carried on an extensive business as an auctioneer and estate agent and that he wanted a clerk, when in fact he was not carrying on that business at all. It was held a year later, in *Reg.* v. *Williamson* (11 Cox C.C. 328), that where the accused had alleged his business to be good and that he had sold a good business for a certain large sum, whereas the business was worthless, and he had been bankrupt, the representation, though grossly fraudulent, was not the subject of a criminal proceeding.

While there is no doubt that a mere exaggeration of the potentialities of an existing business is not a false pretence, in a case of alleged false pretences where the accused is alleged to have made a false statement concerning an existing business, it is advisable to examine the alleged false pretence very closely. If the statement is as to some fact concerning the business, it will clearly be a false pretence within the statute if untrue. *Reg.* v. *Willott* (12 Cox C.C. 68) was a case in which the accused actually conducted a genuine business, but the false pretence alleged was that the accused had a lot of trucks of coal under demurrage at Queen Street Station, and that he required forty bags. The prosecutor gave evidence that the fact that the accused produced his trade card and his statement that he had premises in the Commercial Road and that he was in trade there had no effect on his mind, and that he parted with his goods solely on the faith of the prisoner's statement that he had coal under demurrage. No evidence was called for the defence. The prisoner was found guilty. The conviction was approved by a court consisting of five judges. Baron Bramwell said: "Does not the representation amount to this? I am a person of such credit that persons send me trucks of coal."

In a somewhat similar case (*Reg.* v. *Cooper*, 13 Cox C.C. 614), the accused held from time to time a stall in the public market and dealt as a huckster, carrying about fruit in a small cart drawn by a donkey. The false pretences alleged were that the accused was a dealer in potatoes in a large way of business, that he was able to do a good trade in potatoes and pay for large quantities of them as and when they might be delivered. The evidence was that the accused sent a letter to the prosecutor asking him to send two trucks of potatoes and added: "Let them be of good quality, then I am sure a good trade will be done for both of us. I will remit you cash on arrival of goods and invoice . . . I may say if you use me well I shall be a good customer. An answer will oblige saying when they are put on." The potatoes were sold in part at the railway station at less than cost, and the accused later left the remainder at the station, and was not heard of for some weeks. It was held that the words "Let them be of good quality, then I am sure a good trade will be done for both of us" might fairly be considered to be a statement of fact, and to bear the meaning alleged in the indictment.

There can be little doubt that on the sale of a business the conscious provision of false figures of profits already earned would render the vendor liable to a criminal prosecution for false pretences as well as to a civil action for damages for fraud, but it is seldom possible to prove such a case in a criminal court, as the inducement offered in such cases is the possibility of future profit, and there is consequently no false pretence as to an existing fact. In such a case it is sometimes possible to find a false statement of fact, such as that in *R.* v. *Cooper, supra*, or even one similar to that in *R.* v. *Meyer, supra*, that the business premises were freehold, upon which to base the indictment.

The One-Sixth Rule on Taxation of Costs.

[Contributed.]

By s. 66 (5) of the Solicitors Act, 1932, it is provided that on a taxation as between a solicitor and his client, unless—

(i) the order for taxation was made on the application of the solicitor and the party chargeable does not attend the taxation; or

(ii) the order for taxation otherwise provides,

the costs of the taxation shall be paid according to the event of the taxation, that is to say, if one-sixth of the amount of the bill is taxed off the solicitor shall pay the costs, but otherwise the party chargeable shall pay the costs. And then follows a little-used proviso, that the taxing officer may certify any special circumstances relating to the bill or the taxation thereof to the court, and the court may make thereon any such order as they think fit respecting the payment of the costs of the taxation.

This proviso is a re-enactment of a similar proviso in the Solicitors Act, 1843, and there have been a number of decisions as to "special circumstances," and the circumstances

in which the court will depart from the statutory rule as to the incidence of the costs of the taxation. *In re Richards* [1912] 1 Ch. 49, was a case in which an obvious blunder had been made in that the solicitor had charged certain counsel's fees which had been paid by the client's own cheque. There was no attempt to deceive in the matter and Parker, J. (at p. 54), said: "In my opinion it would be inequitable to allow the clients to take advantage of a blunder which was apparent on the face of the bill and cash account . . . The court has in such a case a general power to vary the ordinary statutory rule, and where it is inequitable in the special circumstances certified that the statutory rule should be applied, the court should exercise its discretion in favour of the solicitor or the client as the case may be."

The most frequent kind of special circumstances which have been certified have arisen when a solicitor has made out a bill for a sum and then offered to accept less. The cases are interesting and, it is submitted, often harsh to the solicitor. *In re Carthew*, 27 Ch. D. 492, was a case in which solicitors delivered a bill for £361 19s., but included the amount of their costs in an accompanying cash account as £320 16s. 6d. On taxation, the bill was allowed at a sum greater than five-sixths of £320 16s. 6d., but less than five-sixths of £361 19s. The bill was treated as a bill for the larger amount and the taxing officer certified the special circumstances. Baggallay, L.J., said at p. 494: "I think it would be exceedingly pernicious to lay down a rule which would enable a solicitor, whose bill exceeded what could be allowed on taxation, to oblige his client, by a device of this kind, to have his bill taxed at a greater risk as to costs than if a bill had been delivered for the amount which the solicitor had stated his willingness to accept." And Lindley, L.J., said: "I do not think that the circumstances are such as ought to lead us to exercise our discretion otherwise than by making the costs of the taxation follow the event according to the terms of the Act."

On the other hand, there have been cases in which the solicitors have been allowed the costs, or at least not directed to pay them, although more than one-sixth of the amount for which the bill was actually delivered was taxed off: for instance, *In re Mackenzie; ex parte Short*, 41 W.R. 530. In this case a bill was made out for £44 2s. 8d., with a deduction "By allowance £7 2s. 8d." The £7 2s. 8d. was actually deducted on the face of the bill, which then showed £37 due. On taxation, the bill was treated as one for £37, because the £7 2s. 8d. was unconditionally deducted and it could not be said that the solicitors were attempting to enter into a bargain by saying, in effect: "Don't tax, and we'll take less." The Vice-Chancellor gave the solicitors the costs of the taxation although the amount allowed was less than £37, over £10 having been taken off altogether. This is another case where the amount allowed was less than five-sixths of the larger sum mentioned in the bill but greater than five-sixths of the amount the solicitors were actually asking for. Incidentally, the Court of Appeal, in this case, emphasised that the discretion of the court of first instance will not usually be interfered with.

In *In re Elwes and Turner* [1888] W.N. 68, the solicitors made out a bill for £26 8s. 3d., and appropriated £20 cash in hand in satisfaction. The bill was afterwards taxed and allowed at £20 16s. 7d. The amount taxed off was more than one-sixth of the total of the bill, although actually the solicitors had accepted less than the amount allowed. Kay, J., ordered each party to pay their own costs of the taxation and made no order as to the costs of the summons for taxation.

A curious position arose in *In re Lewis*, 49 Sol. J. 54. Certain items were taxed off, which reduced the bill by more than one-sixth. On the other hand, the solicitors had omitted to make certain charges to which they were entitled, and the Master came to the conclusion that on the whole the bill, as delivered, was a moderate one. The costs of the taxation in the special circumstances were ordered to be at the cost of the mortgagor who had sought it.

The discretionary power which the court possesses of relaxing the one-sixth rule has only rarely been exercised in favour of the solicitor. Whilst due consideration must be given to the view that a solicitor must not make out an excessive bill, even if he does offer to accept less, it seems somewhat inequitable that the offer should be meaningless. On the other hand, a bill which is made out for £50 "But say £40," is, on the face of it, irregular. If the bill, according to the scales, amounts to £50, that is the amount the solicitor ought to charge, or run the risk of coming under the "touting" regulations. But, if the bill properly made out amounts to only £40, that figure should be charged and no more.

Where items are wrongly included in a bill, and are taxed off on that account, generally speaking those items go to help to make up the sixth. For instance, costs which a solicitor charged, and which were not really his costs at all, but the costs of the solicitor for another party, were disallowed, and included in arriving at the sixth. Those payments which a solicitor makes and is bound to make in the course of his professional duties by law or custom are properly included in his bill. But items which are proper to be included in a cash account, such as estate duty and stamp duties on forming a company, will be taxed off if entered in the bill as disbursements; and the solicitor runs the risk of having to pay the costs of the taxation thereby. Again, if a solicitor includes any items as disbursements which he has not actually paid at the time the bill is delivered, they will be taxed off and will go towards making up the sixth, even if there was an actual liability on the part of the solicitor at the time he delivered the bill. There is, however, a way of avoiding this result by including all sums which the solicitor is liable to pay, but which have not actually been paid, in a separate heading. When this is done they will be allowed on taxation if they are actually paid before the commencement of the taxation, and if no injustice had been done thereby. On the other hand, where items are struck out on taxation because no retainer was ever given to the solicitor therefor, those items are not to be taken into account in calculating the sixth (*In re a Solicitor* [1936] 1 K.B. 523).

Revocable Settlements.

The 29th October, 1938, is the last date by which settlors can avail themselves of the opportunity of rectifying settlements containing powers of revocation. But one word of very necessary warning is perhaps desirable. It is important not to overlook the fact that the relief given by Pt. II of Sched. III of the Finance Act, 1938, is of a very limited character, for the relief is only given for the years 1937–8 and 1938–9 (para. 7). Compliance with one or other of the three sets of provisions, contained in sub-paras. (*a*), (*b*) and (*c*) of para. 1 of Pt. II of Sched. III of the Finance Act, 1938, in order to obtain relief, will not necessarily bring the desired relief for years subsequent to 1938–9, and in the majority of cases the only solution will be to revoke the existing settlement *in toto* and execute a fresh settlement complying in all particulars with the additional requirements contained in Pt. III of the Finance Act, 1938.

To take one illustration of the problem: Assume that a settlement contains a power of revocation exercisable with the consent of a third person. Under s. 38 (1) of the Finance Act, 1938, the income under that settlement immediately becomes the notional income of the settlor and it is not to be regarded as the income of the settlor. But under sub-para. (*b*) of para. 1 of Pt. II of Sched. III, relief for the years 1937–8 and 1938–9 will be secured, if in each of the seven years ending with 1937–8 or 1938–9, as the case may be, the like annual

payments have been payable by the settlor. But in such a case, if no steps are taken by the settlor, the income payable in the year 1939–40 will be regarded as the notional income of the settlor, because the offending power of revocation will still exist and the barrier imposed by Pt. II of Sched. III against the notional deeming of the income to be the settlor's will no longer be there.

Take, again, sub-para. (*a*) of para. 1 of Pt. II of Sched. III. The year 1938–9 expires on the 5th April, 1939. If the power of revocation is revoked by the 29th October, 1938, relief will be obtained for 1937–8 and 1938–9. From which it is to be inferred, if the offending power is revoked after 29th October, 1938, say on the 1st November, 1938, relief cannot be obtained for the year 1938–9 (nor 1937–8), not even apparently in respect of payments made by the settlor after the date of the revocation of the offending power of revocation. If that be so, then it is arguable that once a settlement has been executed with a power of revocation, the revocation of that power cannot *ipso facto* have the effect of preventing the deeming provisions of s. 38 (1) from attaching to any payments made by the settlor even after the date of the revocation of the offending power; and, indeed, it seems very difficult to reconcile s. 38 (1) with Pt. II of Sched. III in these respects. There appears to be a risk of its being successfully contended against a settlor that payments under a deed which originally contained a power of revocation are notionally income of the settlor, even though made subsequently to the date of the revocation of the power of revocation. And if this is so then the settlor might find himself later in an awkward position, since having revoked the power of revocation, he will not be in a position subsequently to revoke the deed itself.

In short, except in those cases where the deed is expiring in 1938–9, the safest course to adopt is for a settlor to revoke the old deed entirely and to execute a fresh deed (which need not be for at least six years (see sub-para. (*c*) (ii)), complying in all respects with the additional requirements of the Finance Act, 1938.

Company Law and Practice.

Material Contracts.

In preparing a prospectus to be issued by a company one of the many important matters to be considered is what is and what is not a material contract, for para. 13 of Pt. I of the Fourth Schedule to the Act of 1929, which is the part which sets out the matters required to be stated in a prospectus, reads as follows: "The dates of and parties to every material contract not being a contract entered into in the ordinary course of business carried on or intended to be carried on by the company, or a contract entered into more than two years before the date of issue of the prospectus and a reasonable time and place at which any such material contract or a copy thereof, may be inspected." It is therefore an extremely important matter to be able to decide on the materiality of a contract when preparing a prospectus.

These provisions of the present Act replace what Lord Wrenbury in his book on the Companies Act calls the notorious s. 38 of the Companies Act, 1867, and it is to decisions under that section to which one has to turn to get any light thrown on the provisions of the present Act. That section provided in extremely wide terms that every prospectus of a company and every notice inviting persons to subscribe for shares in any joint stock company shall specify the dates and the names of the parties to any contract entered into by the company or the promoters, directors or trustees thereof before the issue of such prospectus or notice, whether subject to adoption by the directors or the company or otherwise; and that any prospectus not complying with that provision was to be deemed fraudulent. There was a certain amount of uncertainty as to how this section was to be construed, some judges holding that it referred only to contracts which put an obligation on the company and others refusing to limit its effect in such a way. The case of *Twycross* v. *Grant*, 2 C.P.D. 469, illustrates this cleavage of judicial opinion and also illustrates the fact that it was necessary to put some limit on the words of the section. At the close of his judgment in that case Bramwell, L.J., says: "No question of principle, no question to be solved by industry and research exists. The question is, what limitation should be put on an enactment unlimited in words but necessarily requiring a limit in application?" It is presumably to meet criticisms of this nature that the word "material" has been introduced into the present law, but its introduction is not of great assistance for even prior thereto it had been generally accepted on all hands that the older Acts required only contracts which had some connection with the prospectus to be disclosed and not, for example, contracts of matrimony between a promoter and a director's daughter. The difficult question now, as before 1929, is in what respects a contract is material in the sense that it must be referred to in the prospectus, and there was a considerable amount of discussion on this point in *Twycross* v. *Grant*, *supra*, which still probably has some bearing on this question.

In the judgment of the Court of Common Pleas in that case, which was delivered by Coleridge, C.J., the Chief Justice points out the necessity for limiting the words of the old section in some way, and he says, after discussing the type of frauds at which the section was aimed, that it seems clear that the contracts which must be disclosed are contracts calculated to influence persons reading a company's prospectus in making up their minds whether or not they will apply for shares in it. He then deals with the further limitations which it has been suggested should be put upon the section: the first being that only those contracts which impose a liability on the company are struck at, and these, he says, though included in the operation of the contract, are not the only ones to which it is applicable. Nor did the court approve of the suggestion that it was only contracts by promoters, directors or trustees, *as such*, which come within the section, for, as the Chief Justice points out, that would afford a very simple means of avoiding the obligation imposed by the section. The judgment continues: "Conceding, therefore, that the contracts to be disclosed must in some way affect the internal or external affairs of the company, including in that expression its property and prospects, the management of its affairs and dealings with its shares, we think the kind of contract to be disclosed ought not to be limited in the way suggested," and it goes on to say that the court does not propose to define negatively and exactly what kind of contract must be disclosed, which is the exact thing which the legislature has refused to do.

On appeal, the four judges of the Court of Appeal were divided in their views on this case. Cockburn, C.J., supporting the judgment of the Court of Common Pleas, put it on the broad ground that it was rightly left to the jury to say whether the contracts in question were material to the interests of the company and material to be made known to the shareholders. His use of the word "material" is of considerable interest in this connection. Brett, L.J., without delivering a judgment, agreed with this view.

Bramwell, L.J., after saying that he will not quote "Mr. Buckley's vigorous remark" on this section, proceeds to deal with the suggested limitations on the words of the section. The vigorous remark referred to is contained in the second edition of Buckley, and is as follows: "To construe such an enactment literally is manifestly impossible: it remains to be seen what limitation judicial common sense will put upon the extravagance of the legislature." Two limitations had been suggested: the first, that every contract is meant which would assist a person in determining whether he would be a shareholder; the other, that only those contracts

are meant which impose an obligation on the company, i.e., as to those entered into by the promoters, directors or trustees of the company only those which are entered into in such capacity as such, and which therefore bind the company, Lord Bramwell saw no reason for the former, but considered the latter the correct one, holding that if the former was correct it would or might be imprudent for a promoter not to disclose every contract he had ever entered into. He adhered to the view on other grounds, one of which, and a rather peculiar one, was that "the occasion of the said act must be remembered," viz., the omission from the prospectus of a contract in the *Overend & Gurney Case* which burdened the company. The same view is also expressed by Kelly, C.B., when he says: " . . . a contract to have been outside the provision must have been made with the company if it has been formed, or, if not, with the promoters or the directors or the trustees representing or purporting to act on behalf of the future company and with the intent that the company shall execute a corresponding contract and so in fact ratify the act done by the promoters or other body of persons mentioned before its formation: and also that it must be such as to impose a burden or obligation or a loss or a liability upon the company which would affect the value of the shares in the hands of a purchaser."

Under the old law a contract not in writing was within the section, and it seems not unreasonable to suppose that such a contract would have to be disclosed under the present law; therefore it is difficult to see how the contract or a copy thereof could be inspected. In view of this difference in judicial opinion referred to above, no great help is to be gained in ascertaining the effect of the word "material" in the present Act. It would, however, be at least unsafe to rely on the view contended for by Bramwell, L.J., and Kelly, C.B., in the case where there was a contract not imposing an obligation on the company, but which might well affect the views of an intending subscriber for shares. This view is probably strengthened when one considers that the case of *Twycross* v. *Grant*, *supra*, must have been considered at the time the Bill of the 1929 Act was drafted, and through the legislation having narrowed down what Lord Wrenbury called "the amazing comprehensiveness" of the section so as to exclude obviously immaterial contracts, and also narrowed it in point of time, they have not expressly narrowed down the provisions in the manner suggested by Bramwell, L.J. Until such a step is taken it would appear to be the obviously prudent course to include in the prospectus not only those contracts which impose a liability on the company, all of which must be referred to whether they would have a deterrent effect on an intending subscriber or not, but also those which might throw light on the operations, past or future, of the company, or otherwise might affect the minds of reasonable persons who intend to subscribe for shares in the company.

A Conveyancer's Diary.

Enforceability of Covenants to Devise or Bequeath Property by Will.

THE question sometimes arises as to the enforceability of covenants to leave by will certain specific property or a share in a residuary estate in a particular way.

The law may, I think, be stated to be that if one covenants to settle certain specific property by will and fails to do so, the covenantee may enforce the covenant against the personal representative of the covenantor and may compel a conveyance from such personal representative or from anyone in whom the property is vested, not being a *bona fide* purchaser for value.

It seems, however, that if the covenant is to bequeath a share in the estate of the covenantor, there is no reason why he should not in his lifetime dispose of his estate in any way he pleases and leave nothing to answer the covenant, and unless the covenant is entered into for valuable consideration, no action will lie against his personal representatives, except, of course, to the extent of any property that may have devolved upon them. So if a father covenant to leave a child, say, a third share in his estate, he may dissipate his fortune by disposing of it voluntarily or otherwise and the child will have no remedy.

In *Gregor* v. *Kemp* (1722), 3 Sw. 404, it was held that certain dispositions made by a covenantor in her lifetime with the express intention of avoiding a covenant entered into by her in marriage articles executed on the marriage of her son were fraudulent, but the Lord Chancellor said that notwithstanding the articles the covenantor was not restrained from disposing of her estate in her lifetime, but so, his lordship said, "with this single exception she is restrained from making a disposition on purpose to defeat the covenant."

In *Jones* v. *Martin* (1798), 5 Ves. 266n, it was laid down that the dissipation by the covenantor of his estate, a share in which he had covenanted to leave to a child, was not a fraud on the covenant, but where the covenantor reserved a life interest to himself that was a fraud on the covenant and the disposition so made is a fraud on the covenant.

That was followed in *Fortescue* v. *Hennah* (1812), 19 Ves. 66. Sir William Grant, M.R., in the course of his judgment in that case said: "Robert Hickes having covenanted that his eldest daughter and her first husband and her children by him should at the death of Robert Hickes have a full moiety of all the real and personal estate of which he should die seised or possessed, it is clear that he could not defeat the effect of that covenant by any testamentary act. The question is whether he could defeat it by acts which, though not strictly testamentary, were not to take effect until after his death. It is evident that such a covenant has little value if its effect is to depend upon the form of the instrument . . . It seems to me that the spirit of such a covenant requires that every disposition should be excluded which is in its effect testamentary though not such in point of form . . . Therefore all sums in the pleadings mentioned of which Robert Hickes reserved the life interest to himself are for the purpose of this covenant to be considered as part of the personal property which he possessed at the time of his death."

The law then appears to be that where there is a covenant to leave specific property by will to a person that covenant is enforceable and the person in whose favour the covenant is made, whether directly or through trustees, is entitled to enforce it. Where, however, there is a covenant to leave a share in the testator's estate, there is no obligation on him not to get rid of his property and so defeat the covenant. But if the covenantor deals with his property in a way that is in effect testamentary, as by reserving a life interest to himself, that will not defeat the covenant.

The last case to which I will refer is *Synge* v. *Synge* [1894] 1 Q.B. 466.

The facts in that case were that the defendant before, and as inducement to, his marriage with the plaintiff, promised in writing, as part of the terms of the marriage, to leave a house and land to her for life; but the defendant subsequently conveyed the property by deed to a third party. The wife brought an action for damages for breach of contract.

It was held by the Court of Appeal (reversing the decision of Matthews, J.) (1) That as the defendant had put it out of his power to perform the contract by conveying the property in question to another person, there had been a breach in respect of which the plaintiff (the wife) had an immediate right of action to recover damages and that the measure of such damages was the value of the possible life estate to which the plaintiff would be entitled if she survived the defendant; and (2) that where a proposal in writing to leave property by will made to induce a marriage, is accepted and the

marriage takes place on the faith of it, if the proposal relates to a defined piece of real property, the court has power to decree a conveyance of that property after the death of the person making the proposal against all who claim under him as volunteers.

The remedy therefore in such cases is in damages, but if the property is vested in a volunteer an action will lie for a conveyance of it.

Landlord and Tenant Notebook.

Unauthorised Alterations: The Measure of Damages.

When L.T.A., 1927, s. 18 (1), enacted that damages for breach of a covenant to keep or put premises in repair during the currency of the lease should in no case exceed the amount (if any) by which the value of the reversion in the premises was diminished owing to the breach of such covenant, that part of the sub-section merely brought part of the law relating to covenants to repair into harmony with the corresponding part of the law relating to covenants against alterations.

The measure of damages in the latter case may be said to have been settled by the decision in *Whitham* v. *Kershaw* (1885), 16 Q.B.D. 613, C.A. The facts of this case were that the defendants, owners and occupiers of an allotment of Yorkshire moorland, took a fourteen-year lease of an adjoining allotment belonging to the plaintiffs. They proceeded to move a large quantity of the earth from the surface of the allotment demised and conveyed it to the one they owned. In both cases the land was poor, rock soon being reached. The action was for waste, and it was held at first instance that the measure of damages was the cost of replacing the soil taken away, a deduction being made in respect of the period of the lease which had not expired. The reasoning was this: at the end of the lease the plaintiff will have to restore the land to its former state if it is to fetch its former rental; he cannot do this now, or he would be a trespasser. This, the Court of Appeal considered, was not the proper test. The obligation not to commit waste was an obligation not to do anything which would permanently affect the value of the property. It could not be said that the reversionary value was diminished by the cost of restoring the property to its original condition. The cost of restoration was not the measure, but was the utmost limit of, damages in these cases.

The obligation not to commit waste was treated as a contractual obligation in the above case. It has since been held, in *Defries* v. *Milne* [1913] 1 Ch. 98, C.A., that waste is a tort. This, however, in no way invalidates the authority of the decision as regards measure of damages, and more recently the applicability of the principle laid down to breach of covenant not to make alterations without consent has been demonstrated.

This was in *Espir* v. *Basil Street Hotel Ltd.* [1936] 3 All E.R. 91, C.A., when the facts were that the defendants held of the plaintiffs an underlease of part of a building in which they covenanted not without the plaintiffs' written consent to pull up, cut, alter or injure the main walls, timbers, ceilings, etc. This underlease was for a term of ninety-eight years less fifteen days from Christmas 1910, but in 1935 the head lessors granted the defendants a 999-year lease of the whole building subject to the plaintiffs' interest. The result was that they had an underlease of premises due to expire on the 10th December of the year 2008, and a reversionary lease comprising those premises which would run till the 15th December of the year 2901, while the plaintiffs could look forward to enjoying possession between the 10th and 25th December, 2008.

There was no doubt that the premises had been substantially altered, and that consent, though sought, had never been granted. An eminent architect consulted by the plaintiffs estimated that it would cost £450 to undo what had been done. At the same time he considered that as part of the whole hotel (which the premises now constituted) the work was probably an improvement, and paid a tribute to the defendants' taste.

The plaintiffs took proceedings in the county court, abandoning the excess over £100. The county court judge found that it would cost £60 to restore the premises to their former condition, and gave judgment for this amount.

The Court of Appeal held that, as in *Whitham* v. *Kershaw*, *supra*, diminution in value of the reversion, and cost of restoration, was the proper measure. There was, however, nothing to prevent the plaintiffs from recovering nominal damages for breach of the contractual obligation, and the court substituted forty shillings for the amount awarded at first instance.

Dealing with actions of this kind brought during the term, one or two other considerations which were discussed may be noted. In *Whitham* v. *Kershaw*, the judgment delivered by Bowen, L.J., explored the possibility of an alternative action for wrongful conversion of the chattels into which the earth was converted on severance, but pointed out that as the measure would then be the value at the time of severance the learned judge in the court below had adopted the wrong measure in any event. There are, however, circumstances in which alterations may involve the removal of materials, etc., of considerable intrinsic value, and in this connection it is useful to bear in mind the authority of *Hitchman* v. *Walton* (1838), 4 M. & W. 409, in which it was held that a tenant who removed fixtures which he had no right to remove was liable not only to an action for waste but also to one for trover, the measure in the latter being the value of the fixtures as chattels.

Another point is this: it was urged in *Espir* v. *Basil Street Hotel Ltd.* that the underlease, though it had several years to run, might not last as long; there was always the possibility of forfeiture, disclaimer on bankruptcy, etc. This, however, was held to be a matter not to be taken into account in view of the fact that but for the fifteen days' interval affecting part of the property only, the defendants virtually owned the whole and used it as a hotel.

On the other hand, this and the older authority are both limited to the question of measure of damages in an action for damages brought during the term, and it is therefore worth examining what other remedies may be available and whether the authorities cited in any way modify the law relating thereto. Thus what is the position when a landlord seeks an injunction to restrain his tenant from breaking a covenant against alterations? and when he institutes forfeiture proceedings on the ground of such breach? and when he waits till the end of the term?

The latest authority on the question of the right to an injunction appears to be *Bickmore* v. *Dimmer* [1903] 1 Ch. 158, C.A. It was actually held in that case that the erection of a clock fixed to the outside of premises occupied by a watchmaker did not infringe his covenant with his landlord not to make or suffer any alteration to the premises, as it did not affect the form or structure of the building; but dealing with the suggestion that if the covenant were infringed the matter was not one to be dealt with by the equitable remedy, Cozens-Hardy, L.J., said: "... when a man who has entered into a covenant of this kind deliberately after notice of objection commits a breach of it, and there has been no laches on the part of the covenantee, it would be a most dangerous doctrine to hold that a mandatory injunction ought not to be granted."

Before jumping to the conclusion that the present-day attitude of the courts, as manifested in *Espir* v. *Basil Street Hotel Ltd.*, has undergone modification in favour of covenantors, it is well not only carefully to note the qualifications contained in Cozens-Hardy's, L.J., *dictum*, but also the fact that the lease with which he was dealing was

for a twenty-one-year term of which some nineteen years remained unexpired. There is, of course, from the point of view of equity especially, a tremendous difference between a case like this and one in which the covenantee has fifteen days of reversion to look forward to in seventy-two years' time.

The position as regards forfeiture proceedings can, to some extent, be ascertained by consulting *Hyman* v. *Rose* [1912] A.C. 623. In this case a lessee holding under a ninety-nine-year lease which had commenced in 1842 set about converting or adapting the premises, originally a chapel, into and for the purposes of a cinematograph theatre. There was, it is true, no covenant expressly prohibiting the alterations made, which included the removal of railings and the making of a new door, but the claim was based partly on breach of repairing conditions. The lessees offered as a condition of relief to deposit a sum sufficient to pay for restoration at the end of the lease, and, holding that there was no breach of covenant though there might be an alteration in the thing demised, the House of Lords upheld an order which would make the deposit a condition, " without too curiously inquiring whether the offer was in excess of what the court would exact."

It is also wise, however, to consider the authority of *Marsden* v. *Edward Heyes, Ltd.* [1927] 2 K.B. 1, C.A., which decided that a tenant from year to year is under a continuing obligation not to make such structural alterations as will alter the character of the premises. The action was brought for damages for alterations effected during the term but a good deal was said about the tenant's duty to deliver up premises, at the end of the term, of the same character as those demised to him. In which connection it may be usefully observed that in *Whitham* v. *Kershaw*, discussed at the commencement of this article, it was distinctly hinted that damages in an action for failing to deliver up, brought at the end of the term, would not be nominal.

Our County Court Letter.

VALIDITY OF DEMOLITION ORDER.

In *Overstone* v. *Bristol Corporation*, recently heard at Bristol County Court, an appeal was heard against a demolition order made on the 16th May, 1938. The case for the appellant was that an order to repair was made in 1935, when she gave an undertaking to render the house fit for habitation. The appellant's copy had been lost, and the full purport of the undertaking had not been remembered or appreciated. The work on the premises had, nevertheless, been practically completed, but the tenant left. The house was then closed for two years, until in January, 1938, the police drew attention to the state of the house, which was exposed to trespass and damage. It was then boarded up, and the appellant was ready to complete her undertaking. The respondents' case was that the order was made owing to the non-fulfilment of the order of 1935. The case was governed by the Housing Act, 1930, and not by the Housing Act, 1936. Where an undertaking had been given, and not carried out, the 1930 Act provided that a demolition order must be made. The order could not be quashed or varied, except on legal grounds. The court, under the 1930 Act, could only accept such an undertaking as might have been accepted by the local authority, i.e., no undertaking could be accepted after the making of the demolition order. His Honour Judge Wethered dismissed the appeal, with costs.

DEFERRED PAYMENTS FOR MOTOR CAR.

In a recent case at Newmarket County Court (*Turner and Hore, Ltd.* v. *Blatch*) the claim was for £42 as the price of a Morris saloon motor car. The plaintiffs' case was that the car was sold to the defendant in October, 1937, for £40. As they agreed, however, to take payment by instalments, another £2 was added. Nothing was said in reference to deducting from the above sum the cost of repairs to a Ford car. In February, 1938, the instalments were in arrear, but the defendant's wife agreed to assume liability, and the car was left with the defendant on that understanding. The defendant's case was that the car was represented as being in good condition, but it had caused continuous trouble, and had been a source of expense. The defendant had accordingly not paid any instalments, as the repairs had cost £20 and he had been ill and unemployed. In order to prevent resumption of possession of the car by the plaintiffs, the defendant's wife had agreed to pay £1 a month for the car, which was still in her possession. No payment had been made, however, as it was not certain whether the fresh agreement had been accepted by the plaintiffs, or whether their salesman had taken over the transaction. His Honour Judge Lawson Campbell observed that the car had been re-licensed, on the 24th June, 1938, in the name of the defendant's wife. The plaintiffs abandoned the £2, and judgment was given in their favour for £40, with costs on Scale B.

NUISANCE FROM MORTAR-MIXER.

In a recent case at Salford Hundred Court of Record (*Simpson* v. *Chandler*) the claim was for damages for nuisance. The plaintiff's case was that she lived in Liverpool Road, Peel Green, Eccles, and a mortar-mixing machine was placed close to the gable-end of her house and remained there for two months. Owing to the noise, the plaintiff's health was affected, and she had to go to North Wales for a fortnight to recuperate. The ornaments in the house were shaken, but the defence was that it was impossible to close Liverpool Road, and there was nowhere else to put the machine. Judge Lynskey, K.C., observed that no medical evidence had been called in reference to the health of the plaintiff, who had exaggerated the noise and inconvenience. Judgment was given for the defendant, with costs. It transpired that a married daughter of the plaintiff, who had been staying with her at the time, had also made a claim, but had accepted a sum paid into court in full settlement.

RECENT DECISIONS UNDER THE WORKMEN'S COMPENSATION ACTS.

BRICKLAYER ON GROUND LEVEL.

In *R. E. Narracott and Co.* v. *Sarter*, at Torquay County Court, an application was made to terminate or diminish the payment of compensation in respect of an accident in April, 1937. The respondent had injured his right knee, and had received compensation at 30s. a week. In March, 1938, after an operation, the respondent was certified as fit for work, and the applicants were still willing to employ him as a bricklayer on the ground level at trade union rates of pay. His Honour Judge Thesiger made an award in favour of the applicants, terminating the compensation, subject to a declaration of liability. The result was that, if the doctors had been too optimistic, and the respondent could not do the work, or if he lost his situation, he would have liberty to apply for a renewal of compensation.

LUMP SUM FOR INJURY TO EYE.

In *Gregory* v. *British Sugar Corporation, Ltd.*, at Wellington County Court, the applicant's case was that, in 1917, he had lost the sight of his right eye, but his employer had not been insured. No compensation was therefore received, and the applicant subsequently served with the R.A.M.C. until his demobilisation in 1920. He then worked with the respondents at a sugar factory until November, 1936. Some sugar beets then fell upon the applicant's head, and his left eye was injured. After receiving compensation, the applicant was eventually examined by a medical referee, whose report was adverse to the applicant. Nevertheless the respondents had offered £85 and twenty-five guineas costs in full settlement. His Honour Judge Samuel, K.C., ordered the agreement to be recorded.

Practice Notes.

TRIAL OF PRELIMINARY POINT OF LAW.

THE Court of Appeal have seriously criticised the practice of setting down before the trial the hearing under Ord. XXV, r. 2, of a preliminary point of law where the facts may be relevant to the law, or may render the point of law immaterial.

In *Davies* v. *Elmslie* [1938] 1 K.B. 337; 81 SOL. J. 1000, the defendant promised to pay the plaintiff £4 a week, if the plaintiff, a married woman, persuaded her husband to go to New Zealand and " consented to forego the consortium of her husband." The defendant pleaded that the agreement was founded on an illegal consideration. The point of law having been set down for preliminary hearing, Lewis, J., held that there was no general principle of public policy that no contract inconsistent with the maintenance of matrimonial obligations was enforceable. The case was argued on the footing that the allegations in the statement of claim were correct. No evidence of motive or circumstance or any other matter was or could be, at this stage, adduced; only the statements on the record were before the learned judge.

The Court of Appeal held that the pleaded contract was not a contract for the separation of husband and wife; the wife had not consented to forego the " consortium " of her husband; the contract alleged was not illegal or void. " Consortium " had been loosely used in the pleading; that relation may still exist even when the parties are resident for a substantial time at a distance one from another. This agreement was quite consistent with the spouses remaining on the best terms, and was not likely to lead to separation. It was " an agreement for physical separation for a period, but contemplates that the parties will remain as husband and wife "; the payment was to continue until the defendant paid either the plaintiff's passage to New Zealand, or the husband's passage back to England.

An elucidation of the facts, however, might have rendered a trial of the point of law unnecessary. For—as Lewis, J., pointed out (at pp. 344, 346)—the motive of the agreement may have resembled a case of enabling the husband to take up a position in New Zealand without the need of keeping up two establishments; on the other hand, the agreement may have resembled the payment to a married woman of an allowance to live separate in adultery from her husband. The court, on the record, presumed a lawful interpretation.

Greer, L.J., aptly observed, however: " This is an illustration, of which we have had many in this court, of the futility of ordering an issue, which is dependent upon a literal interpretation of every word in a pleading, to be decided in advance of the ascertainment of the facts which may be relevant to the consideration of the questions of law. . . . In my judgment the order ought never to have been made " (at p. 349).

Scott, L.J., agreed that " The habit of dividing actions and attempting to try preliminary issues is in nine cases out of ten, and perhaps ninety-nine cases out of a hundred, most undesirable. It nearly always leads to difficulty and to increased costs " (at p. 352).

See also the observations of the Court of Appeal in *Stephenson, Blake* v. *Grand Legros* (1917), 86 L.J. Ch. 439, 440.

PLEADING EVIDENCE.

By Ord. XIX, r. 27, the court may order to be struck out any matter in a pleading:

> " which may be unnecessary or scandalous or which may tend to prejudice, embarrass or delay the fair trial of the action."

Under r. 4, a pleading must contain:

> " a statement in a summary form of the material facts on which the party pleading relies . . . but not the evidence by which they are to be proved . . ."

In *Merchants' Insurance Co. Ltd.* v. *Davies* [1938] 1 K.B. 196; 81 SOL. J. 457, an insurance company had issued to the defendant a policy covering liability to third parties by accident caused by his motor cycle. D was involved in an accident to O, and the company claimed a declaration under the Road Traffic Act, 1934, s. 10, that they were entitled to avoid the policy on the ground of non-disclosure of material facts, viz.: a conviction of D for driving without a licence, and a conviction for driving in a dangerous manner. The defendant pleaded that the convictions were not material. O also pleaded that in similar cases where disclosure of the facts had been made to them, the plaintiffs had neither refused the risk nor attached conditions to the policy.

The plaintiffs applied that this paragraph be struck out in that it did not allege facts material to the issue. Goddard, J., dismissed the application. The Court of Appeal ordered the paragraph to be struck out: " that sentence at the highest amounts to pleading evidence of want of materiality and nothing more," *per* Sir Wilfrid Greene (at p. 207).

Reviews.

Lloyd's London. An Outline. By M. M. BEEMAN. 1937. Royal 8vo. pp. x and (with Index) 114. London: F. & E. Stoneham, Ltd.; Alfred Wilson, Booksellers, Ltd. 5s. net.

It is surprising in how many ways knowledge of the general background and inner workings of Lloyd's is useful to the practising lawyer, and it is equally surprising that information on these matters in convenient form is so difficult to acquire. Thanks are therefore due to Mr. Beeman for writing and publishing a concise, readable account of the beginnings and growth of Lloyd's and a lucid general discussion of its members' activities in the fields of insurance.

The contents of the ten chapters and the author's mode of treatment of his subject may be summarised as follows: Introductory, The Beginnings of Lloyd's, Lloyd's as a Corporation, How Business is transacted at Lloyd's, The Activities of Underwriting Agents and of Lloyd's Brokers, Lloyd's Reputation for Fair Dealing, Brokers and Underwriting Agents, A Consideration of Criticisms made against Lloyd's, Miscellaneous, and The Financial Security behind Lloyd's Policies.

The book can be strongly recommended to those whose practices lie in the fields of insurance, to conveyancers, and to those making a special study in methods of organising and administering associations.

Books Received.

The Hindu Code. By Sir HARI SINGH GOUR, M.A., D.Litt., D.C.L., LL.D., of the Inner Temple, Barrister-at-Law. Fourth Edition, 1938. Royal 8vo. pp. cviii and (with Index) 1277. Nagpur: The Central Book Depot. London: Stevens & Sons, Ltd. £2 net.

Fingerprints: History, Law and Romance. By GEORGE WILTON WILTON, B.L., one of His Majesty's Counsel in Scotland, and of the Middle Temple, Barrister-at-Law. 1938. Demy 8vo. pp. xix and (with Index) 317. London, Edinburgh and Glasgow: William Hodge & Co., Ltd. 12s. 6d. net.

Supplement to the Law of Income Tax (Seventh Edition). By E. M. KONSTAM, one of His Majesty's Counsel, a Judge of County Courts. 1938. Royal 8vo. pp. 90. London: Stevens & Sons, Ltd.; Sweet & Maxwell, Ltd. 5s. net.

Local Government Financial Statistics, England and Wales, 1935–36. Part III—Local Authorities in Administrative Counties outside London. London: H.M. Stationery Office. 1s. 3d. net.

To-day and Yesterday.

LEGAL CALENDAR.

10 OCTOBER.—On the 10th October, 1660, Pepys records his views of the trial of the Regicides: "Sir Hards. Waller (who only pleads guilty), Scott, Coke, Peters, Harrison, etc., were this day arrainged at the bar of the Sessions House there being upon the bench the Lord Mayor, General Monk, my lord of Sandwich, etc., such a bench of noblemen as had not been ever seen in England. They all seem to be dismayed and will all be condemned without question. In Sir Orlando Bridgman's charge he did wholly rip up the unjustness of the war against the King from the beginning."

11 OCTOBER.—On the 11th October, 1705, William Cowper received the Great Seal as Lord Keeper from the hands of Queen Anne.

12 OCTOBER.—In 1770, James Eyre, Recorder of London, was involved in a sensational quarrel with the City Fathers, who had taken a violent part in the agitations which had echoed the rallying cry of "Wilkes and Liberty," when John Wilkes was struggling against his exclusion from the House of Commons to which he had been duly elected. The Corporation voted that a remonstrance in very strong terms should be carried to the King, but Eyre, characterising it as an abominable libel, refused to accompany the deputation to the Palace. Accordingly, on the 12th October, after a heated debate, the Court of Common Council voted that he should be no more employed in the affairs of the City as being unworthy of their future trust or confidence. Soon after the King consoled him with a judgeship, and he was later Chief Justice of the Common Pleas.

13 OCTOBER.—On the 13th October, 1766, a young man of respectable origins named John Kello was hanged at Tyburn for his part in a plot to forge and cash a draft for £1,600, in which he had been concerned with his brother Joseph. The chief evidence against him was this brother. In prison he behaved "with great obstinacy and indecorum, making little account of religion and the comforts of the Christian faith."

14 OCTOBER.—One has got accustomed to thinking of the Chartists as very reasonable people who only wanted universal suffrage, vote by ballot, and a few other moderate reforms. But they did rise in armed insurrection and they had a very wild way of speaking. Take the words of Joseph Cappur, the Tunstall blacksmith: "What will you do when you have got the Charter. As I am one of your leaders, I'll tell you what I should recommend. We shall take the bishops and clergy and hypocritical dissenters and put them into a vessel and transport them into Affinger or something like that to be assassinated among the Hindoos." At the Stafford Special Commission Court on the 14th October, 1842, these words cost him two years' imprisonment.

15 OCTOBER.—On the 15th October, 1918, Lord Justice Pickford reluctantly left the Court of Appeal to accept the post of President of the Admiralty Division. Soon afterwards he was raised to the peerage as Lord Sterndale, and a year later, when the important prize cases arising out of the War had been disposed of, he returned to the Court of Appeal as Master of the Rolls. He was no politician and rose purely by his merits. In person he was tall and handsome, a mountaineer, a cricketer and a follower of beagles.

16 OCTOBER.—The pillory was essentially judgment by the people. In the 16th October, 1761, a young woollen draper stood in the pillory in Cornhill for an offence against a boy. Despite special advertisements in the papers to intimidate the populace and the calling in of an unprecedented number of peace officers to protect him, the mob fell furiously on the coach carrying him back to Newgate so that they and their prisoner, who had been severely handled, had to fly for shelter.

THE WEEK'S PERSONALITY.

The careful nature of William Cowper caused him to make very strict terms before he accepted the Great Seal. First, he must have £2,000 for his equipage and outfit. Secondly, he must have a salary of £4,000 a year. Next he must be given a peerage, though never before had a man taken from the Bar been ennobled immediately on his attaining the Woolsack. Finally, as Evelyn tells us, "observing how uncertain great officers are of continuing long in their places, he would not accept it unless £2,000 a year were given him in reversion when he was put out in consideration of his loss of practice." Lord Godolphin having assented to all this, the two took coach for Kensington Palace, where after a short private conference with her minister, Queen Anne observed: "Mr. Cowper, I am very well satisfied of your fitness for the office of Keeper of the Great Seal and I am pleased to give it to you." He replied: "The honour your Majesty is pleased so graciously to bestow upon me cannot make me more zealous and faithful in your interest than I have always been out of principle. I am very distrustful that I may not prove equal to so great a post and all I can promise your Majesty with certainty is that I will behave myself in it with industry and honesty." He then obtained leave to go out of town and avoid solicitations for places now in his gift.

"QUEEN VICTORIA" ON A JURY.

Even the alias of her off-stage name failed to conceal from the citizens of St. Albans the fact that Miss Anna Neagle was on a jury at the Hertfordshire Quarter Sessions in a case in which a man charged with housebreaking played a leading part. On her way to the court a police escort protected her from the demonstrative attentions of her admirers, but within, no box-office took toll on the enjoyment of her performance. The occasion would have been an apt one to repeat the lines addressed by an eighteenth century barrister to a beautiful lady whom he saw sitting in a criminal court:—

"While petty offences and felonies smart,
Is there no jurisdiction for stealing one's heart?
You, fair one, will smile and say, 'Laws, I defy you!'
Assured that no peers can be summoned to try you;
But think not such paltry defence will secure ye
For the Graces and Muses will just make a jury."

No less gallantly, Mr. Justice Powell, presiding in 1752 at the trial of Jane Wenham, the witch of Walkerne, in Hertfordshire, a case which had attracted a great many fine ladies to court, told the jury that they must not look for witches amongst the old women, but amongst the young.

HAIR ON THE FACE.

The illustrations to a detective puzzle in a daily paper recently depicted a "famous judge," whose murderer the readers were to discover, adorned with a very fine white moustache. There is no reason in law why an English judge should be clean shaven, but there is on the High Court Bench a very strong tradition against hair on the face—a tradition which in recent years only Scrutton, L.J., and Shearman, J., have violated. Lord Chief Justice Russell was strong enough for the custom actually to make a leader of the Bar to remove a big dragoon moustache of which he was very proud. Vice-Chancellor Bacon had an equally rigorous prejudice in the matter and used to try to force his views on the Bar. "If you will wear that nasty stuff in front of your mouth I can't hear you," he would say, and one inaudible counsel he elaborately upbraided on a certain occasion with having "plastered his mouth with a moustachio."

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Farmhouse and Rent Acts.

Q. 3599. From 1912 to 1919 a farmhouse was let with buildings and land (of greater rateable value than the house itself) as one holding by A to B his son; during this period the house was occupied by B's foreman as a service tenant. In September, 1919, B went to live in the house himself, and continued to reside in it till September, 1926, when he took another house. The farmhouse was then let separately by A to X, but B continued to occupy the buildings and to farm the land. In April, 1933, X quitted the farmhouse, which stood empty, A holding the key, till October, 1933, when it was again let separately to Y, the present tenant. B still retained the buildings and the land, which he now occupies. The rent of the farmhouse from 1926 onwards has been £26, and the rateable value for the same period £10; the farmhouse was not registered as de-controlled under the 1933 Act. The present owner desires, if possible, to recover possession of the farmhouse. Please advise whether the Acts or any of them apply to the farmhouse, and, if so, what is the present position.

A. The farmhouse was not let on the 18th July, 1933, and registration was therefore unnecessary. See *Brooks* v. *Brimecombe* (1937), 81 Sol. J. 435. No necessity for registration arises under s. 4 of the Rent, etc., Act, 1938. The present owner can therefore claim possession of the farmhouse as none of the Rent Acts apply to it.

Tithe Redemption Annuity.

Q. 3600. A contract for the purchase of a piece of land was in these terms: "I hereby offer to purchase the two freehold cottages and land being Mr. 'P's' property at Blackacre for £425 and I pay now a deposit of £25 on account of such purchase money. The property is freehold part vacant and part let to 'H.'—Yours faithfully 'W'—Offer accepted 'K'." There was no mention of a tithe redemption annuity before acceptance and soon after acceptance the vendor's solicitors verbally stated that there was none. After completion of the purchase they wrote stating that they had been informed by the vendors that there was a tithe redemption annuity of 6s. per annum. The purchaser contends that by virtue of s. 13 (8) of the Tithe Act, 1936, a tithe redemption annuity is now deemed to be an incumbrance for the purpose of s. 183 of the L.P.A., 1925, and that under an open contract there is an implied condition that the vendor sells free from incumbrances and therefore the vendor should clear the incumbrances off the title or make an allowance. The vendor contends that under an open contract the vendor does not sell free from incumbrances and that there was no intention to defraud and that the vendor had been wrongly informed about the tithe. Furthermore, that "Halsbury's Laws of England" state that land is deemed to be subject to tithe and that this is not altered in the current supplement. Which is correct?

A. The purchaser's contention is correct, by virtue of the quoted section of the Tithe Act. The vendor should accordingly clear off the incumbrance or make allowance. The vendor appears to have overlooked the statement in the 1937 supplement to "Halsbury's Laws of England," at p. 1585. Under "X. Incidents of Annuities," it is stated, viz., para. (4), that an annuity is an incumbrance for the purpose of the L.P.A., 1925, s. 183.

Coal Act, 1938.

Q. 3601. In addition to restriction of grant of mineral leases after 29th July, 1938, we fancy that disposition of coal is prohibited. Would you give us your view as to the correct procedure in conveying pieces of land in a mining district after the 29th July, 1938—(*a*) where there is no prior mineral reservation; (*b*) where the minerals have already been reserved to a third party? It may be that the intention of the Act was simply to establish general control, but it is easy to foresee a certain amount of technical complication. Is it desirable to make any reference to the fact that the minerals are in effect nationalised either in conveyances or contracts?

A. (*a*) Minerals do not require to be mentioned. The purchaser is presumed to take subject to the Act.

(*b*) The pre-Act form of exception and reservation can continue to be used, i.e., mentioning the date of and parties to the deed reserving the minerals to a third party. The latter's rights are presumed to be modified by the Act, and no special mention thereof is necessary. For the sake of clarity, however, a concluding phrase may be added, e.g., "and subject also to the provisions of the Coal Act, 1938." It is desirable also to insert some such phrase as the latter in specifying the exception of minerals in contracts.

Insanity and Divorce.

Q. 3602. A was married in 1914 and lived with his wife B until 1918, when he joined the army and was sent to Egypt. While A was away B was taken to a county mental hospital (in August, 1919) and she has been there ever since. After the war A went into lodgings. There are two children of the marriage, aged twenty-two and twenty. In 1926, A, in order to have a home of his own, engaged a housekeeper, who eventually lived with him as his wife and she had a child by him. We have written to the superintendent of the mental hospital as to the condition of B and are awaiting a reply, but as she has been a patient in the hospital ever since 1919, she would appear to be incurable. The case of *Swettenham* v. *Swettenham* (decided in May, 1938) turned on the point whether the wife was incurably insane, but the question of adultery by the petitioner did not arise. We would like to know: (1) whether the adultery by A would be a bar absolute or discretionary to the obtaining of a divorce by him; (2) whether there are any authority or authorities on this point.

A. The dates indicate that the petitioner's adultery could have had no effect on the respondent's state of mind. On the points raised: (1) the adultery by A would be a discretionary bar. It appears that the court would exercise discretion in his favour; (2) the nearest authority is *Herod* v. *Herod*, reported in our issue of the 13th August, 1938 (82 Sol. J. 665). See the concluding sentence of the judgment on p. 666.

Settled Land Act—Demolition of Property.

Q. 3603. Should the costs of demolition of property required to be pulled down by a corporation because of its dangerous condition, be paid by the Settled Land Act trustees out of capital, or by the tenant for life out of income?

A. The opinion is given that the cost of compliance with a dangerous structure notice can properly be paid out of capital of the settled property. See *Re Conquest; Royal Exchange* v. *Conquest* [1929] 2 Ch. 353, and cases therein cited.

Objection to Recreation Room.

Q. 3604. The owner of an adjoining house wishes to stop the erection of a recreation room for the inhabitants of a country parish, the plans for which are now before the local authority for approval. Are the local authority competent to entertain an objection from a private individual? We believe not. Is not the objector's only remedy by injunction if he can make out a strong enough case of nuisance to the extent of actual interference with the enjoyment of his house or material depreciation in its value?

A. The local authority are only entitled to refuse to sanction the erection of a recreation room on the ground that the plans do not comply with the bye-laws. They have no jurisdiction to entertain an objection on the ground of apprehended nuisance. The objector's only remedy is that suggested in the question, and the facts must support the contention there specified.

Storage of Car.

Q. 3605. Clients of ours have garaged a car for the owner at an agreed charge per week and have been unable to obtain payment of the amount of the charge, which is now increasing each week, and they wish to know whether they can (*a*) Retain the car until payment of the garage charges, or (*b*) Sell it to defray the amount of their claim. It seems to us that, although a garage proprietor may have a lien for the cost of repairs actually effected to a motor vehicle, that lien does not extend to the cost of garaging it, and in any event they have no power to sell the vehicle. We should, however, like to have your views thereon.

A. (*a*) No lien arises by reason of the existence of arrears of storage charges. A lien only exists for the cost of repairs. Therefore the clients cannot retain the car until payment of the garage charges. (*b*) The clients cannot sell the car to defray the amount of their claim. They can, however, sue the customer, and, after obtaining judgment permit the car to be seized in execution and sold by the high bailiff. The querists' views are therefore correct on both points.

Obituary.

Sir WILLIAM JOHNSTON.

Sir William Campbell Johnston, Deputy Keeper of the Signet from 1924 to 1935, died at Aboyne, on Thursday, 6th October, in his seventy-eighth year. He was educated at Clifton and Edinburgh University, and passed as a Writer to the Signet in 1885. He became a partner in the firm of Messrs. Murray, Beith & Murray, of Edinburgh, and was solicitor to the Royal College of Surgeons. He was knighted in 1934.

Mr. F. H. COLLER.

Mr. Frank Herbert Coller, C.B., formerly Chief Justice of St. Lucia, died on Saturday, 8th October, at the age of seventy-one. He was educated at Westminster and Christ Church, Oxford, and was called to the Bar by Lincoln's Inn in 1893, going the South Eastern Circuit. He was appointed Chief Justice of St. Lucia and Prize Court Judge in 1914.

Mr. C. G. MAYFIELD.

Mr. Charles Glossop Mayfield, retired solicitor, formerly a partner in the firm of Messrs. Barker & Mayfield, of Hull, died on Tuesday, 4th October, at the age of seventy. Mr. Mayfield was admitted a solicitor in 1890. He was a member of Hull City Council for some years.

Mr. R. A. TENCH.

Mr. Richard Astley Tench, solicitor, a partner in the firm of Messrs. R. A. & L. J. Tench, of Wednesbury and Darlaston, died recently. Mr. Tench, who was admitted a solicitor in 1905, served the town of Darlaston as a local and county councillor.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* The Solicitors' Journal.]

Legal Aid for the Poor.

Sir,—In your Journal, page 819, you are good enough to report some of the observations I made on this subject at Manchester, and I am reported to have said that I "agreed that a State Department should undertake this work but only after voluntary effort had been made." I fear that I must have expressed myself very badly, because I never intended to say anything of the kind, nor do I anticipate the failure of voluntary effort.

I have the same objection to the proposal of Government control in this matter as was so forcibly expressed by Sir Reginald Poole.

Harry G. Pritchard.

Palace Chambers, S.W.1.
12th October.

[We thank Sir Harry Pritchard for his correction, for which with his natural courtesy he blames himself, and feel that it is only due to him in return to say that we may have been guilty of reporting him badly.—Ed., *Sol. J.*]

The Nationality of Austrians.

Sir,—In the very interesting essay in your issue of 17th September your contributor dealt with the question of nationality. Naturally he could not go into all the details of the problem, which is of the greatest interest practically as well as from the point of view of international law. Already Dr. Mann had mentioned in an essay written in April, that Austrians who happened not to be in Austria on the day of the so-called "Anschluss" did not become German subjects by the fact of the occupation. I quite agree with his opinion, which is sustained by almost all authorities on international law (Liszt; Keith "Theory of State Succession"; Oppenheim, Handbuch des Voelkerrechts, Vol. II, p. 40; Strupp). There is nothing contradictory to this opinion in the Austrian law.

I should like to add that the German Nationality can still be obtained by the way of registration at the German consulate, provided that the Consulate does not refuse the registration, as it is entitled to do. The advantages and disadvantages are carefully to be examined in every case. Of the advantages in the case of losing the nationality I can only mention a few. The possible dangers of a double nationality are excluded; certain services which Germany expects from her subjects also when living abroad cannot be asked from a stateless living abroad; certain acts which Germany considers as crime, also if committed abroad, cannot be considered as such when committed by a stateless.

It cannot be foretold, whether Germany is ready to recognise these principles, based though they are on international law. But I do not doubt that they will be acknowledged by the authorities and courts of the other countries.

E. v. Hofmannsthal.

Central European Law Office,
Old Jewry, E.C.2.

Societies.

Solicitors' Benevolent Association.

The annual general meeting of this Association was held in the Lord Mayor's Parlour of the Town Hall, Manchester, on the 28th September.

In moving the adoption of the annual report of the Board, the Chairman, Mr. F. L. Steward, expressed the thanks of the Association to the directors in Manchester for the arrangements they had made for the meeting and the support which they had always generously given to the Association. Mr. A. R. Moon and Mr. F. S. Stancliffe were most regular

in their attendance at the meetings of the Board in London and were particularly helpful in dealing with applications from Lancashire. Members would all miss the presence of Sir Roger Gregory. For fifty years he had been a generous supporter of the Association, serving it as chairman, director and trustee, and taking the keenest interest in its work. The Association had lost another generous friend and supporter in Sir Cecil Coward, whose name would always be associated with the Coward Fund. This fund had been inaugurated by him in 1928, and since then over £6,000 had been spent in assisting the education of children of members of the Association. It did an enormous amount of good, and the only regret of the Board was that its income was exhausted each year. It would be a lasting memorial to Sir Cecil and deserved greater support from members of the profession.

The year had been commenced under excellent auspices with a successful festival dinner at the Drapers' Hall. Mr. R. C. Nesbitt, then chairman, had taken the chair at a representative gathering of members from London and the provinces. A number of distinguished guests had been present. Mr. Nesbitt deserved the Association's thanks for the time and energy he had expended in making the dinner a success. During the year, the Association had expended in relief £19,587, a truly remarkable figure and the highest in its history. The expenditure had been £7,419 in 1918 and £12,843 in 1938, and continued to increase. Relief had been given to 439 cases, which again was the highest figure. The circumstances in every case had been carefully considered first by the Finance and General Purposes Committee and then by the full Board. The members of the committee had great experience and judgment, and the lady almoner, Miss K. Passmore, assisted the Board by personally interviewing a large number of applicants, and by giving her advice and recommendation. As chairman, Mr. Steward had read every application for relief. Some of the applications were heart-breaking, for many were from elderly ladies who had nothing but an old-age pension and sometimes not even that. Every case came before the full Board for consideration.

It was very important that the Association should increase its membership. When he had become chairman, he had said it seemed incredible, and was certainly not creditable, that over 10,000 solicitors were not subscribers to the funds. The membership had now reached the total of 6,769, the highest in their history, and he was happy to say that the number of new subscribers that year, 656, was the highest for some time.

He felt sure that they were all proud to be connected with a profession that did so much great work to help others—for example, in the help they gave in Poor Persons work without remuneration. He ventured to claim that solicitors did more charitable work without seeking reward than any other profession. Yet the profession, he pointed out, had only one charity to help its members and their dependents in every part of England and Wales, and he was confident that if the claims of the Association were made known personally and individually, the membership of forty-two per cent. could and would, be doubled.

The forty-six provincial directors were now distributed fairly evenly throughout the country, mainly in the big towns. It would be invidious to single out names among the many who had done such hard work to secure new members, but he ought to mention that of the late Mr. Norman Crombie, who had secured every solicitor in York; Mr. Bigg, of Leicester, with the record of his county for a membership of 67 per cent.; Mr. George Daw, of Exeter, who had greatly assisted the President that year; and their new director, Mr. W. P. David, of Bridgend, who had been instrumental in obtaining 114 new members from Wales.

Provincial law societies now covered all England and Wales, and the directors felt that the effective unit on which to rely was each provincial society. A special appeal had been made with the approval of the Board, and had evoked a very gratifying response: seven new local committees had been formed, and the total was now forty-eight, while several societies had nominated members of the Standing Council.

Particularly pleasing was the record number of 539 new provincial members, and Mr. Steward thanked especially his own society of Wolverhampton because every member of it was a subscriber. Birmingham had adopted an effective method of recruitment: every member of the Council of The Law Society there had undertaken to approach a number of non-members whom he knew. This expedient had resulted in the acquisition of nearly seventy new members, for which Mr. W. C. Mathews deserved particular thanks.

New members came this year from most parts of England and Wales. Berks, Bucks and Oxon Law Society sent fifty-two new members, Staffordshire forty-eight, Hampshire twenty-six, Worcestershire twenty, and many came from other counties. Lancashire had produced thirty-three new members, but as an example of what there was still to be done, there were still over 1,000 non-subscribers in that county alone.

Many of the provincial societies had published the report of the local committee with their annual reports, and most societies marked specially in their lists of members those who belonged to the Association, which was very helpful. Some made a habit of asking the new president every year to try to induce non-subscribers to join. These were some of the ways in which interest could be created which would increase their membership, but the surest and most effective way was for individual members to do their utmost to obtain new members.

The increased activities consequent upon the enlargement of membership had lead to a good deal of extra work for the staff. Mr. Steward acknowledged their keenness and enthusiasm, and publicly thanked Mr. Thomas Gill, Miss Passmore and their clerical staff for their loyal support and co-operation.

He regretted that Mr. Gill had, for the first time in twenty-eight years, been obliged to miss a meeting through illness.

Major H. F. PLANT, chairman elect, seconded the motion, which was carried unanimously.

The Law Association.

The usual monthly meeting of the Directors was held on the 3rd October, Mr. Ernest Goddard in the chair. The other Directors present were Mr. Guy H. Cholmeley, Mr. E. B. V. Christian, Mr. Douglas T. Garrett, Mr. G. D. Hugh-Jones, Mr. C. D. Medley, Mr. Frank S. Pritchard, Mr. John Venning and the Secretary, Mr. Andrew H. Morton.

A sum of £290 was voted in relief of deserving applicants and other general business was transacted.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room on Tuesday, 4th October (Chairman, Mr. M. C. Green), the subject for debate was "That the case of *Herod* v. *Herod*, 54 T.L.R. 1134, was wrongly decided." Mr. H. Schadtler opened in the affirmative. Mr. D. J. Smalley opened in the negative. Mr. F. D. Kennedy seconded in the affirmative. Mr. J. B. Latey seconded in the negative. The following members also spoke: Messrs. C. F. S. Spurrell and Godfrey Roberts. The opener having replied, the motion was lost by three votes. There were twelve members and two visitors present.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 11th October (Chairman, Mr. Q. B. Hurst), the subject for debate was "That peace in Europe will never be preserved by threatening Germany." Mr. E. G. Roberts opened in the affirmative; Mr. A. B. Rae opened in the negative. The following members also spoke: Messrs. M. Foulis, A. L. Ungoed-Thomas, E. S. Cohn, E. V. E. White, R. Langley-Mitchell, G. Roberts, J. M. Shaw. The opener having replied, the motion was lost by eight votes. There were twenty-five members and four visitors present.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve that WILLIAM VISCOUNT FINLAY, K.B.E., Sir ARTHUR FAIRFAX CHARLES CORYNDON LUXMOORE, and Sir RAYNER GODDARD, Justices of the High Court of Justice, be appointed Lords Justice of Appeal in pursuance of the Supreme Court of Judicature (Amendment) Act, 1938; and that Mr. ROLAND GIFFARD OLIVER, M.C., K.C., and Mr. REGINALD POWELL CROOM-JOHNSON, K.C., M.P., should be appointed Justices of the High Court of Justice, King's Bench Division.

The Lord Chancellor has appointed Mr. FRANK WILLIAM TREHEARNE to be a Master of the Supreme Court of Judicature, Chancery Division, in the place of Master Chandler, who has resigned.

The Lord Chancellor has appointed Mr. MAURICE ARTHUR MATHEW (Registrar of Exeter, Honiton, Newton Abbot, Okehampton, Torquay and Totnes County Courts) to be the Registrar of Tiverton County Court as from the 4th October, 1938.

The Colonial Office announces the following appointment in the Colonial Legal Service: Mr. J. G. P. CONVERY to be Magistrate, Protectorate Court, Nigeria.

Mr. ALFRED JAMES LONG and Mr. ERIC SACHS have been appointed to the rank of King's Counsel. Mr. Long was called to the Bar by Lincoln's Inn in 1915, and Mr. Sachs was called by the Middle Temple in 1921.

Judge T. LANGMAN, the Lincolnshire County Court Judge, has been appointed chairman of Lindsey (Lincolnshire) Quarter Sessions, in succession to Mr. T. Hollis Walker, K.C., who has resigned because of ill-health.

Mr. HUGH CALDWELL, solicitor, Deputy Town Clerk of Southport, has been appointed Town Clerk of Redcar as from the end of this year. Mr. Caldwell served his articles with Mr. J. Henry Field, late Town Clerk of Huddersfield, and was admitted a solicitor in 1923.

Mr. LESLIE WILLIAM HEELER, solicitor, deputy town clerk of Stockport, has been appointed town clerk of Grimsby. Mr. Heeler was admitted a solicitor in 1927.

Mr. T. C. HAYWARD, solicitor, deputy clerk to the Staffordshire County Council, has been appointed to succeed the late Mr. J. E. Seager as clerk to West Sussex County Council. Mr. Hayward was admitted a solicitor in 1929.

Mr. LLEWELLYN JOHN, Assistant Solicitor to the South Shields Corporation, has been appointed Deputy Town Clerk of Luton. Mr. John was admitted a solicitor in 1934.

Notes.

The Minister of Health has appointed Dr. Albert Edward Quine, a Medical Officer of the Ministry, to undertake the duties of Inspector of Anatomy in England and Wales.

The Union Society of London will hold a meeting in the Middle Temple Common Room, on Wednesday, 19th October, at 8.15 p.m., when the subject for debate will be "That the Munich agreement has laid the foundations of a lasting peace."

The retirement is announced in Dublin of Mr. Justice Fitzgibbon, of the Supreme Court, Eire. Mr. Justice Fitzgibbon, who formerly represented Dublin University in Dail Eireann, was raised to the Bench in 1924.

The first meeting of the United Law Society for the 1938–39 Session will be held on Monday, 17th October, in the Middle Temple Common Room. The Secretaries are now Mr. F. R. McQuown, 4, Temple Gardens, Temple, E.C.4, and Mr. O. T. Hill, 3, Budge Row, Cannon Street, E.C.4.

Mr. R. A. Johnson, solicitor, of Cannon Street, Accrington, will be Mayor of Accrington for the ensuing year. Mr. Johnson practises under the firm name of Messrs. Sandeman and Johnson, and has been a member of the Accrington Town Council for seven years. He was admitted a solicitor in 1922.

The Co-operative Permanent Building Society announces that the volume of business conducted in every department has beaten all records for the nine months, January to September, 1938. The total assets are now £28,541,000, compared with £24,561,000 in 1937.

Mr. Allan Ernest Messer, director of the British Law Insurance Company Limited, has been elected representative director from the board of that company to the court of directors of the London Assurance for the year beginning 1st October.

The University of London Law Society announces that a joint debate with the Hardwicke Society will be held at University College on Tuesday, 18th October, at 8 p.m. The subject for debate will be: "The evil that men do lives after them, the good is oft interred with their bones."

Mr. T. W. C. Marsh, who for the past nine years has been senior probation officer at the Westminster Police Court and is now about to be transferred to headquarters at St. Stephen's House as assistant principal probation officer, has been presented with an inscribed cigarette case by the staff of the court.

Mr. T. B. Maitland, solicitor and rating agent to the London and North Eastern Railway Company in Scotland, has retired from the service of the company. Mr. Maitland is a member both of the Society of Advocates in Aberdeen and of the Society of Solicitors before the Supreme Courts of Scotland, having been admitted to the latter society in 1928.

The fourth Clarke Hall lecture on "Is the Criminal to be blamed or Society?" will be delivered in the Hall of Gray's Inn, W.C.1, at 4.30 p.m., on Thursday, 27th October, by The Right Hon. Viscount Samuel, G.C.B., G.B.E., the Home Secretary (The Right Hon. Sir Samuel Hoare, Bt., G.C.S.I., G.B.E.) in the chair.

The National Mutual Life Assurance Society announces with great regret that Mr. J. M. Keynes has resigned from the chairmanship and the board of the Society. In his place The Hon. Francis N. Curzon, deputy chairman and acting chairman during Mr. Keynes' illness, has been appointed chairman.

As from last Monday, the 10th October, the address of the Superannuation Branch of the Ministry of Health will be Hobart House, Grosvenor Place, S.W.1 (near Victoria Station), Telephone Sloane 0828. All communications on matters relating to the superannuation and compensation of employees of local authorities should be addressed to the Ministry at Hobart House and not at Whitehall.

The Michaelmas law sittings began last Wednesday when the Law Courts reopened after the Long Vacation. There was a special service at Westminster Abbey, at which the majority of the judges and a large number of King's counsel and junior members of the Bar were present. Red Mass was said at Westminster Cathedral. The Lord Chancellor's Breakfast, which was revived this year, was held at the House of Lords after the services.

The Northampton Recorder (Mr. C. B. Marriott, K.C.) told counsel at Northampton Quarter Sessions last Monday, says *The Times*, that the Home Office had suggested to judges, recorders and others who had power of imposing prison sentences, that they should not specify the nature of the imprisonment, whether hard labour or second division, and that that should be left to the Prison Commissioners to determine after prisoners had been received in custody. The Home Office, he said, believed that the Prison Commissioners were much better able to decide in which category the prisoners should be put than the judges who sentenced them.

Three public lectures on "English Legal Records and the Present State of their Study," will be given at King's College, Strand, W.C.2, by Hilary Jenkinson, M.A., F.S.A. The chair at the first lecture will be taken by The Right Honourable The Master of the Rolls. The lectures will be given on Fridays, at 5.30 p.m., as follows: 21st October: "Inaugural Lecture of F. W. Maitland, Cambridge 1888: Classification and Study of English Legal Records"; 4th November: "Surviving Records"; 18th November: "Publications up to date: The Task of the Future." In connection with this course it is hoped to arrange an exhibition of legal records at the Public Record Office. Admission free without ticket.

The Minister of Transport recently consulted a number of representative organizations on a proposal that motor-vehicles should be required to have a red rear reflector in addition to the red rear light. An announcement from the Ministry states that many of the replies received express approval of the proposal or suggest extension of its scope, whereas others would limit its scope or reject it entirely. The Minister is glad to learn that examination of the question has led some road-users voluntarily to fit reflectors, a measure which is likely to conduce to the greater safety of their own and other vehicles. Legislation would be necessary before the Minister could make regulations on the lines suggested; and when occasion arises for legislation on kindred subjects, this question will again be reviewed in the light of all the information before the Minister.

The Solicitors' Managing Clerks' Association has arranged a series of classes for the forthcoming winter and, as before, by the kind permission of the authorities, the classes will be held at the Royal Courts of Justice, commencing on the 17th October. There will be two courses, one on Practice and Procedure in Connection with Actions in the King's Bench and Chancery Divisions of the High Court of Justice and the other on Probate Practice and Settlements. The policy of the Council in holding not more than two courses during the last few winter seasons has been justified, the number of students attending having been very satisfactory. Applications for tickets should be addressed to the Secretary at the office of the Association, Maltravers House, Arundel Street, Strand, W.C.2, and should give the name, address and age of the applicant and the name of his or her employer. The application should also state which course the applicant desires to attend, and should be accompanied by the fee for attendance. Accommodation is strictly limited and applications will be dealt with in order of priority of receipt. The fee for one course is 3s. and for both series 5s. A ticket of membership will be sent on receipt of the prescribed fee and must be produced when demanded. At the end of each course examinations will be held on the subjects dealt with at each of the classes and prizes will be awarded. Any student attending the classes may sit for the examination, but managing clerks, articled clerks and students over twenty-five years of age will not be eligible for a prize.

Court Papers.

Supreme Court of Judicature.

MICHAELMAS SITTINGS, 1938.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. I.	GROUP II. MR. JUSTICE LUXMOORE. Witness Part I.	GROUP II. MR. JUSTICE FARWELL. Non-Witness.
	Mr.	Mr.	Mr.	Mr.
Oct. 17	Andrews	Blaker	*Hicks Beach	Jones
,, 18	Jones	More	*Andrews	Ritchie
,, 19	Ritchie	Hicks Beach	*Jones	Blaker
,, 20	Blaker	Andrews	Ritchie	More
,, 21	More	Jones	Blaker	Hicks Beach
,, 22	Hicks Beach	Ritchie	More	Andrews
	GROUP II. MR. JUSTICE MORTON. Witness Part II.	MR. JUSTICE BENNETT. Witness Part I.	GROUP I. MR. JUSTICE CROSSMAN. Witness Part II.	MR. JUSTICE SIMONDS. Non-Witness.
	Mr.	Mr.	Mr.	Mr.
Oct. 17	*Andrews	*Ritchie	Blaker	More
,, 18	*Jones	*Blaker	More	Hicks Beach
,, 19	*Ritchie	*More	Hicks Beach	Andrews
,, 20	*Blaker	*Hicks Beach	Andrews	Jones
,, 21	*More	*Andrews	Jones	Ritchie
,, 22	Hicks Beach	Jones	Ritchie	Blaker

*The Registrar will be in Chambers on these days, also on the days when the Court is not sitting.

COURT OF APPEAL.

APPEAL COURT No. I.

Wednesday, 12th October—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and, if necessary, Appeals from the Chancery Division (Final List).

Appeals from the Chancery Division (Final List) will be continued until further notice.

APPEAL COURT No. II.

Wednesday, 12th October—Exparte Applications, Original Motions, Interlocutory Appeals from the King's Bench Division, and, if necessary, Appeals from the King's Bench (Final and New Trial) List. The hearing of these will be continued until further notice.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

GROUP II.

Before Mr. Justice LUXMOORE.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.*)

Mondays .. Bankruptcy Business.
Tuesdays, Wednesdays, Thursdays, Fridays } The Witness List. Part I.

Bankruptcy Judgment Summonses will be taken on Mondays, the 24th October, 14th November and 5th December.

Bankruptcy Motions will be taken on Mondays, the 17th October, 7th and 28th November.

A Divisional Court in Bankruptcy will sit on Mondays, the 31st October, 21st November and 12th December.

Before Mr. Justice FARWELL.

(The Non-Witness List.)

Mondays .. Chamber Summonses.
Tuesdays .. Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses.
Wednesdays Adjourned Summonses.
Thursdays Adjourned Summonses.
Fridays .. Motions and Adjourned Summonses.

Before Mr. Justice MORTON.

(The Witness List. Part II.)

Mr. Justice CROSSMAN will sit daily for the disposal of the List of longer Witness Actions.

GROUP I.

Before Mr. Justice BENNETT.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.*)

Mondays .. Companies (Winding up) Business.
Tuesdays, Wednesdays, Thursdays, Fridays } The Witness List. Part I.

Before Mr. Justice CROSSMAN.

(The Witness List. Part II.)

Mr. Justice CROSSMAN will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice SIMONDS.

(The Non-Witness List.)

Mondays .. Chamber Summonses.
Tuesdays .. Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses.
Wednesdays Adjourned Summonses.
Thursdays Adjourned Summonses. Lancashire Business will be taken on Thursdays, 27th October, 10th and 24th November and 8th December.
Fridays .. Motions and Adjourned Summonses.

Wills and Bequests.

Mr. Walter Augustus Jennings, solicitor, of Kentish Town and Highgate, left £41,700, with net personalty £40,200. He eft £500 to St. Pancras Almshouses, Maitland Park.

Lieutenant-Colonel William Merrick, T.D., solicitor, of Clement's Inn, W.C., East Sheen and Kingswood, Surrey, left £14,863, with net personalty £8,919.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 27th October 1938.

	Div. Months.	Middle Price 12 Oct. 1938.	Flat Interest Yield. £ s. d.	‡ Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	107½	3 14 5	3 8 9
Consols 2½%	JAJO	73	3 8 6	—
War Loan 3½% 1952 or after ...	JD	101	3 9 4	3 8 2
Funding 4% Loan 1960-90	MN	109	3 13 5	3 8 3
Funding 3% Loan 1959-69	AO	97	3 1 10	3 3 1
Funding 2¾% Loan 1952-57	JD	95	2 17 11	3 2 0
Funding 2½% Loan 1956-61	AO	88	2 16 10	3 5 6
Victory 4% Loan Av. life 21 years ...	MS	108	3 14 1	3 9 2
Conversion 5% Loan 1944-64 ...	MN	110½	4 10 6	2 14 6
Conversion 3½% Loan 1961 or after	AO	100	3 10 0	3 10 0
Conversion 3% Loan 1948-53 ...	MS	99¼	3 0 4	3 0 11
Conversion 2½% Loan 1944-49 ...	AO	97	2 11 7	2 17 0
National Defence Loan 3% 1954–58	JJ	98	3 1 3	3 2 8
Local Loans 3% Stock 1912 or after	JAJO	85½	3 10 2	—
Bank Stock	AO	330	3 12 9	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	81½	3 7 6	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	89	3 7 5	—
India 4½% 1950-55	MN	112¼	4 0 0	3 4 6
India 3½% 1931 or after	JAJO	92½	3 15 8	—
India 3% 1948 or after	JAJO	79	3 15 11	—
Sudan 4½% 1939-73 Av. life 27 years	FA	105½	4 5 4	4 3 1
Sudan 4% 1974 Red. in part after 1950	MN	105¼xd	3 15 10	3 8 8
Tanganyika 4% Guaranteed 1951-71	FA	107½	3 14 5	3 4 9
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	104	4 6 6	3 1 8
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	91½	2 14 8	3 3 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	101¼	3 18 10	3 17 6
Australia (Commonw'th) 3% 1955-58	AO	86½	3 9 4	3 19 9
*Canada 4% 1953-58	MS	107½	3 14 5	3 7 1
*Natal 3% 1929-49	JJ	99	3 0 7	3 2 6
New South Wales 3½% 1930-50 ...	JJ	95½	3 13 4	3 19 7
New Zealand 3% 1945	AO	92½	3 4 10	4 7 1
Nigeria 4% 1963	AO	106½	3 15 1	3 12 1
Queensland 3½% 1950-70	JJ	92½	3 15 8	3 18 4
*South Africa 3½% 1953-73	JD	101½	3 9 0	3 7 6
Victoria 3½% 1929-49	AO	94½	3 14 1	4 2 7
CORPORATION STOCKS				
Birmingham 3% 1947 or after ...	JJ	84	3 11 5	—
Croydon 3% 1940-60	AO	94½	3 3 6	3 7 4
*Essex County 3½% 1952-72 ...	JD	101½	3 9 0	3 7 3
Leeds 3% 1927 or after	JJ	83½	3 11 10	—
Liverpool 3½% Redeemable by agreement with holders or by purchase...	JAJO	99	3 10 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72½	3 9 0	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	83½	3 11 10	—
Manchester 3% 1941 or after ...	FA	84½	3 11 0	—
Metropolitan Consd. 2½% 1920-49 ...	MJSD	96½	2 11 10	2 17 6
Metropolitan Water Board 3% "A" 1963-2003	AO	86½	3 9 4	3 10 7
Do. do. 3% "B" 1934-2003 ...	MS	87½	3 8 7	3 9 9
Do. do. 3% "E" 1953-73 ...	JJ	96	3 2 6	3 3 10
*Middlesex County Council 4% 1952-72	MN	105½	3 15 10	3 10 0
* Do. do. 4½% 1950-70	MN	110	4 1 10	3 9 4
Nottingham 3% Irredeemable ...	MN	84	3 11 5	—
Sheffield Corp. 3½% 1968	JJ	100	3 10 0	3 10 0
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture ...	JJ	102½	3 18 1	—
Gt. Western Rly. 4½% Debenture ...	JJ	109½	4 2 2	—
Gt. Western Rly. 5% Debenture ...	JJ	121¼	4 2 4	—
Gt. Western Rly. 5% Rent Charge ...	FA	118½	4 4 5	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	112½	4 8 11	—
Gt. Western Rly. 5% Preference ...	MA	93½	5 6 11	—
Southern Rly. 4% Debenture ...	JJ	103	3 17 8	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	104½	3 16 7	3 14 3
Southern Rly. 5% Guaranteed ...	MA	112½	4 8 11	—
Southern Rly. 5% Preference ...	MA	94½	5 5 10	—

* Not available to Trustees over par.
‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

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